

SUPPLEMENTAL AGREEMENT #2

CITY OF LINCOLN
E & A CONSULTING GROUP, INC.
PROJECT NO. LCLC-5241(5)
CONTROL NO. 13141
S 56TH ST, SHADOW PINES DR – OLD CHENEY ROAD

THIS SUPPLEMENTAL AGREEMENT is between the City of Lincoln ("LPA") and E & A Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BM1190 and Supplemental Agreement #1 providing for Consultant to provide Preliminary Engineering, NEPA and Final Design for LPA's Federal Aid project,

WHEREAS, it is necessary for additional Right-of-way staking be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. LCLC-5241(5), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 1, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

State issued Consultant a written Notice-to-Proceed on June 16, 2014 for Consultant Work Order No. 2, July 15, 2014 for Consultant Work Order No. 3 and September 15, 2015 for Consultant Word Order No. 4. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by June 30, 2015.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 6 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$66,743.52 to \$70,831.64, an increase of \$4,088.12. Actual costs are increased from \$556,108.62 to \$589,345.37, an increase of \$33,236.75. The total agreement amount is increased from \$622,852.14 to \$660,177.01, an

Project No. LCLC-5241(5)
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S 56TH ST, SHADOW PINES DR – OLD CHENEY ROAD

increase of \$37,324.87 which Consultant must not exceed without the prior written approval of the State.

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

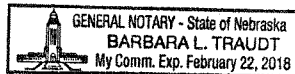
EXECUTED by Consultant this 28TH day of OCTOBER, 2014.

E & A CONSULTING GROUP, INC.
Fred Beck, P.E.

Fred Beck
Project Manager

STATE OF NEBRASKA))ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 28th day of October 2014.



Barbara K. Traudt
Notary Public

EXECUTED by LPA this _____ day of _____, 2014.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date _____

T-AGRS-1S

Project No. LCLC-5241(5)
Control No. 13141
S 56Th ST, SHADOW PINES DR – OLD CHENEY ROAD

Consultant Work Order (Local Projects)

Project No.: LCLC-5241(5)		Control No.: 13141	
Consultant (Name and Representative): E & A Consulting Group, Inc. - Fred Beck		Agreement No.: BM1190	Work Order No.: 2
LPA (Name and Representative): City of Lincoln - Kris Humphrey		Constr. Change Order No. (if applicable):	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement (Include scope of services, deliverables, and schedule) Right-of-way staking is required when requested by a property owner, and per the original agreement should be staked within 3 days of the request to the consultant. We have reached the agreed to maximum number of tracts to be staked and this work order covers additional staking requests to date. Tracts included with this work order include: 14, 16, 17, 19, 20 & 22.</p>			
Work Title		Summary of Fee	
Right-of-way staking		A. Total Direct Labor Cost	= 886.03
		B. Overhead (Factor * x A)	= 1,436.34
		C. A + B	= 2,322.37
		D. Profit/Fee (Factor ** x C)	= 285.65
*Overhead Factor: 162.11%		E. Direct Non-Labor Cost	=
**Profit/Fee Factor: 12.30%		F. Subconsultant Services	=
Total Fee Notes: A fee proposal spreadsheet is attached		TOTAL FEE: C + D + E + F = \$2,608.02	
		<input type="checkbox"/> ESTIMATED TOTAL FEE: <input checked="" type="checkbox"/> FINAL TOTAL FEE: \$2,608.02	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

FRED BECK Fred Beck 06/12/14
Name Signature Date

LPA:

Roger Figard Roger A. Figard 13 June 14
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Bailis Tigeris Bailis Tigeris 16 June 14
Name Signature Date

LPS Unit Head Review (for PE Phase):

Michael Kleffner M. Kleffner 6/16/14
Name Signature Date

LPS Engineer or Construction Engineer (Construction Phase):

Larry Leach Larry Leach 6/17/14
Name Signature Date

FHWA: (FHWA Approval on Full-Oversight Projects Only)

Name Signature Date

Notice to Proceed
will be granted by
email by:
LPS PC for
Preliminary
Engineering &
CD PC for
Construction
Engineering.

Notice to Proceed Date:
6.17.14

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014

Consultant Work Order (Local Projects)

Project No. LCLC-5241(5)	Agreement No. BM1190	Control No. 13141
Consultant (Name and Representative) E & A Consulting Group, Inc. - Fred Beck	Work Order No. 3	
LPA (Name and Representative) City of Lincoln - Kris Humphrey	Constr. Change Order No. (If applicable)	

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement (include scope of services, deliverables, and schedule)

LES has requested project staking along their proposed facilities. E&A will stake existing and new ROW; coordinate with LES regarding tree removals, as needed; stake cuts/fills, locations, flowlines, and other various design information for elements which cross or are near proposed LES lines; meet with LES reps to 'walk-thru' the project; and perform additional staking if requested by LES.

Work Title		Summary of Fee	
LES staking		A. Total Direct Labor Cost	= 10,028.08
		B. Overhead (Factor * x A)	= 16,256.52
		C. A + B	= 26,284.60
		D. Profit/Fee (Factor * x C)	= 3,233.01
	*Overhead Factor 162.11%	E. Direct Non-Labor Cost	=
	**Profit/Fee Factor 12.30%	F. Subconsultant Services	=
Total Fee Notes: A fee proposal spreadsheet is attached.		TOTAL FEE: C + D + E + F	= \$29,517.61
		<input type="checkbox"/> ESTIMATED TOTAL FEE	
		<input checked="" type="checkbox"/> FINAL TOTAL FEE:	\$29,517.61

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Name: Fred Beck Signature: [Signature] Date: 7/15/14

LPA:

Name: Roger Figard Signature: [Signature] Date: 7/15/14

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Name: Ralph Tjens Signature: [Signature] Date: 7/15/14

LPS Unit Head Review (for PE Phase):

Name: Michael Kleffner Signature: [Signature] Date: 7/15/14

LPS Engineer or Construction Engineer (Construction Phase):

Name: LARRY L. LUGG Signature: [Signature] Date: 7/15/14

FHWA: (FHWA Approval on Full Oversight Projects Only)

Name: _____ Signature: _____ Date: _____

Notice to Proceed
will be granted by
email by:
LPS PC for
Preliminary
Engineering &
CD PC for
Construction
Engineering.

Notice to Proceed Date
☒ 7/15/14

Distribution: Consultant, LPA – RC, State Rep, FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, March 2014

***Public Works & Utilities/Lincoln Electric System
Construction Project Coordination Guideline***

The purpose of this guideline is to improve design and construction coordination between Public Works & Utilities and the Lincoln Electric System. One of the goals is to have minimum utility relocation work occurring concurrently with the PWU Contractor's work.

Design Phase

1. Project Kick-off Meeting
Invite all Utilities.
2. Request Existing Utility Locations from Records.
The Design Project Manager at Public Works & Utilities (PWU) will be responsible for making all requests for existing utility locations. Each utility request will include a letter of transmittal and a MicroStation file that shows the existing topography (including survey data) and the limits of the project. The letter of transmittal will include, but not be limited to:
 - A. The location and description of the project
 - B. The date the request is being made
 - C. Who is making the request
 - D. Who the request is being sent to
 - E. The date the information is needed

After receiving the utility request, Lincoln Electric System (LES) personnel will create a drawing file that includes all of the existing LES facilities and LES easements within the project limits. Street light cable will be on a separate layer; Traffic will supply their own drawings. This drawing file will be sent electronically to the Design Project Manager at PWU so that it can be referenced into the project design file. The design will progress to approximately 30% completion. A Plan-in-Hand meeting will be held to assist in determining any conflicts.

Send electronic utility location requests to Bill Peterson, LES (467-7652).

3. Review for Possible Utility Conflicts (Plan-In-Hand, Field Check) (30% plans)
Send plans to all utilities to verify existing utility locations and easements. Plan-In-Hand meeting (in the field) to review possible conflicts. If this is a water, sanitary sewer, or storm sewer project, we may need to hydrovac to confirm utility locations.
4. Resolve Known Utility Conflicts before Final Design (60% plans)
Horizontal alignment and vertical elevations tied down. Send Plans to all Utility Companies for their review. The plans should include the following: Cover sheet, plan & profile sheets, construction & removal sheets, and cross section sheets. The plan & profile sheets should include proposed contours and limits of construction. We agree to

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jointly determine fiscally responsible solutions to any identified conflicts. (Memorandum of Understanding (MOU), February 5, 2004). Review preliminary construction phasing, and utility easements. All utilities furnish their best estimate of relocation costs, timing, and duration, and their ROW needs.

5. Acquire ROW

Acquiring the necessary ROW may require up to a year for a large PWU project. We should start this process as soon as 60% plans (including ROW sheets) are available. This includes replacing existing utility easements where those easements are extinguished.

6. Prepare Construction Plans (90% plans)

Send Plans to all Utilities. Include Special Provisions, proposed construction phasing, bid schedule, and construction schedule. Utilities furnish Status of Utilities information.

Utility Construction Phase

1. Ideally, all utilities will complete utility relocation prior to the PWU Contractor starting the project. To achieve this, the utilities need the following.

- A. Any additional ROW and utility easements required.
- B. Construction staking.
- C. Identify special considerations; e.g., trees to be removed, fences to be removed, retaining wall relocations.

2 All Utility Coordination meeting

3. Utility Relocation

Construction staking: We need the PWU Design Project Manager, PWU Construction Project Manager, PWU Surveyor, LES Field Engineer and LES Surveyor on site together. PWU will do the initial staking, or contract the work. After the initial staking is complete, LES will maintain the stakes.

Construction staking consists of identifying and staking the items below in conflict with or adjacent to the utilities' proposed trench and bore paths. The list includes the most common needs and is not all-inclusive:

- A. PWU ROW (existing and new)
- B. Proposed grade changes
- C. Size of proposed utilities with horizontal alignment and vertical elevations
- D. Street light and traffic pole locations
- E. Retaining wall location, type and construction requirements (footings, over-dig.....)

The LES Field Surveyor will accompany the PWU surveyor or their representative when completing the above.

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4. All utilities relocate the facilities in conflict with the project.

Project Construction Phase

1. Pre-Bid Meeting
Invite all Utilities. Notify bidders if street lights are close to existing underground facilities.
2. Let for Bids
3. Notice to Proceed to the PWU Contractor
4. Pre- Construction Meeting
Invite all Utilities. Coordinate any needed work between the utilities and the PWU Contractor.
5. Start project construction; staking; One-Call Process. (Notify all utilities of field changes during the project.)
6. Regular Progress Meetings

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7/10/2014

PW&U / LES Coordination

LES Contact Names

1. Bill Peterson 467-7652 (Base topo file; overlay utility facilities, record of utility easements).
2. Teri Dier 467-7528 (One-Call)
3. Steve Wallingford 467-7529 (Construction)
4. Paul Cepure 467-7630 (Engineer contacts)

PW&U Contact Names

One Design Project Manager and one Construction Project Manager will be assigned to each Project.

1. Thomas Shafer	Design/Construction Manager	441-7837
2. Kent Evans	Design Project Manager	441-7583
3. Holly Lionberger	Design Project Manager	441-8400
4. Kris Humphrey	Design Project Manager	441-7592
5. Erika Nunes	Design Project Manager	441-5675
6. Craig Aldridge	Design Project Manager	441-7560
7. Bruce Sweney	Construction Engineer	441-8403
8. Larry Duensing	Construction Project Manager	441-8401
9. Charlie Wilcox	Construction Project Manager	441-7532
10. Steve Faust	Construction Project Manager	441-8413
11. Brian Dittman	Construction Project Manager	441-8326
12. Warren Wondercheck	Construction Project Manager	441-7014

Small Group Participants

PWU

Kent Evans	Design Project Manager
Brian Kramer	Superintendent of Wastewater Collection
Nick McElvain	Operations Support Manager
Bruce Sweney	Construction Engineer

LES

Al Cameron	Senior Engineer - Design
Mike Murphy	GIS Manager
Bill Peterson	CAD Analyst
Steve Wallingford	Construction & Maintenance Coordinator
Marty Weber	Maintenance & Troubleshooting Supervisor
Paul Cepure	Senior Engineer - Coordination
Ron Kratzer	System Planning Manager

Consultant Work Order (Local Projects)

Project No:	LCLC-5241(5)	Control No:	13141
Consultant Name and Representative:	E & A Consulting Group, Inc. - Fred Beck	Agreement No:	BM1190
LPA Name and Representative:	City of Lincoln - Kris Humphrey	Work Order No:	4

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following justification to modify contract scope of services, deliverables, schedule and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement (includes scope of services, deliverables, and schedule):
Right of way negotiations with the owners of Tract 14 have caused the redesign of their driveway to a new location and the addition of two retaining walls and a connector drive. Also affected by this change, temporary easement design and legal description, several note and quantity changes, relocation of one fire hydrant and revised roadway cross sections. ROW will be restaked on this tract and Tract 19 as requested by the City.

Work Title	Summary of Fee		
Tract 14 redesign, ROW staking	A. Total Direct Labor Cost	=	1,766.36
	B. Overhead (Factor * A)	=	2,603.43
	C. A + B	=	4,629.78
	D. Profit/Fee (Factor * C)	=	565.40
Overhead Factor	162.11%	E. Direct Non Labor Cost	=
Profit/Fee Factor	12.30%	F. Subconsultant Services	=
Total Fee Notes: A fee proposal spreadsheet is attached		TOTAL FEE: C + D + E + F	= \$5,199.24
		<input type="checkbox"/> ESTIMATED TOTAL FEE	
		<input checked="" type="checkbox"/> FINAL TOTAL FEE	\$5,199.24

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

FRED BECK
Name

Fred Beck
Signature

07/31/14
Date

Notice to Proceed will be granted by email by LPS PC for Preliminary Engineering & CD PC for Construction Engineering

LPA:

KH Roger Figard
Name

Roger Figard
Signature

11 Sept 14
Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

RAITIS TIGERIS
Name

Raitis
Signature

9/15/14
Date

LPS Unit Head Review (for PE Phase):

Michael Kleffner
Name

MK
Signature

9/15/14
Date

LPS Engineer or Construction Engineer (Construction Phase):

LARR L. LEBER
Name

L. Leber
Signature

9/15/14
Date

FHWA: (FHWA Approval on Full Oversight Projects Only)

Name

Signature

Date

Notice to Proceed Date
R 9/15/14

Distribution: Consultant LPA - RC State Rep FHWA, LPS PC, NDOR Agreement Engineer Highway Funds Manager CD PC
DR Form 250, March 2014

